



11-06-2002



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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
dj Orthopedics, LLC

*10-31-02*

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State (Delaware)  
 Other limited liability company

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: DJ Orthopedics Development Corporation  
Internal Address: \_\_\_\_\_  
Street Address: 2985 Scott Street  
City: Vista State: CA Zip: 92083

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: August 19, 2002

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
76/257,207, 76/303,183, 76/303,182, 76/238,459,

B. Trademark Registration No.(s)  
2,441,560, 1,766,635, 2,012,690, 2,111,008, 1,335,337,

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Keri Booker, Paralegal  
 Internal Address:  
Robinson, Bradshaw Hinson, P.A.  
 Street Address: 101 N. Tryon Street, Suite 1900  
 City: Charlotte State: NC Zip: 28246

6. Total number of applications and registrations involved: 70

7. Total fee (37 CFR 3.41) ..... \$1,765.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
500327  
 (Attach duplicate copy of this page if paying by deposit account)

11/05/2002 BYRNE 00000074 76257207  
 01 FC:8521 40.00 OP  
 02 FC:8522 1725.00 OP

DO NOT USE THIS SPACE

9. Statement and signature:  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Kelly Luongo Loving, Esq.                        
 Name of Person Signing                      Signature

October 28, 2002                      \_\_\_\_\_  
 Date

Total number of pages including cover sheet, attachments, and documents. 11

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

**Recordation Form Cover Sheet (Trademarks)**  
**FORM PTO-1594**  
**Additional Page**

**4. A. Additional Trademark Application Numbers:**

76/238,457  
76/238,458  
76/238,460  
75/767,288  
75/723,741  
75/723,726  
75/723,730  
76/019,554  
76/245,775  
76/245,782  
76/242,552  
75/456,656  
76/245,778  
76/245,777  
76/316,061  
76/245,780  
76/254,954  
76/245,779  
76/254,955

**4. B. Additional Trademark Registration Numbers:**

1,756,097  
1,025,165  
1,858,495  
1,854,085  
1,825,788  
1,719,416  
2,475,076  
1,416,508  
2,301,852  
2,074,441  
1,930,808  
2,550,309  
1,340,474  
1,700,421  
2,212,910  
2,170,031  
1,843,569  
1,930,818  
2,122,956  
1,906,426

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**Recordation Form Cover Sheet (Trademarks)**

**FORM PTO-1594**

**Additional Page**

4.B. **Additional Trademark Registration Numbers (continued):**

1,981,478  
1,987,244  
1,866,311  
2,505,493  
2,438,003  
1,039,606  
2,381,338  
1,838,617  
2,249,639  
1,639,644  
2,069,758  
1,838,398  
2,493,072  
1,897,435  
1,805,205  
1,989,073  
2,039,262  
2,360,165  
2,336,667  
1,854,562  
1,964,315  
2,095,823

**TRADEMARK ASSIGNMENT  
AGREEMENT**, dated as of August 19, 2002, by  
and between **DJ ORTHOPEDICS, LLC**, a  
Delaware limited liability company having its  
principal place of business located at 2985 Scott  
Street, Vista, California 92083 ("Assignor"), and  
**DJ ORTHOPEDICS DEVELOPMENT  
CORPORATION**, a Delaware corporation having  
its principal place of business located at 2985 Scott  
Street, Vista, California 92083 ("Assignee").

**WHEREAS**, pursuant to the Stock and Asset Purchase Agreement, dated as of April 1, 2002, between Assignor and Assignee (as amended by Amendment No. 1, dated as of the date hereof, the "Purchase Agreement"), Assignor assigned to Assignee all right, title, and interest as Assignor may have possessed in and to the trademark applications and registrations listed in Exhibit A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement (the "Applications and Registrations");

**WHEREAS**, Assignor hereby represents and warrants that, prior to the effectiveness of the Stock and Asset Purchase Agreement, it had adopted, used, was using, and was, to the best of its knowledge and belief, the owner of the Applications and Registrations;

**WHEREAS**, Assignor had acquired goodwill associated with and symbolized by the Applications and Registrations and had not abandoned it; and

**NOW, THEREFORE**, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

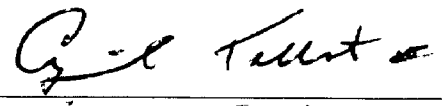
1. Assignor hereby acknowledges that it sold, assigned and transferred to Assignee, all right, title and interest in and to the Applications and Registrations, together with the goodwill symbolized by said Applications and Registrations.

2. This Agreement (including all exhibits attached hereto) and the Purchase Agreement contain all of the agreements among the parties hereto with respect to the subject matter hereof and supersede all prior agreements or understandings, whether written or oral, among the parties with respect to such subject matter.


\* \* \*

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first written above.

**DJ ORTHOPEDICS, LLC**

By:   
Name: Kyle Johnson  
Title: President & CEO

**DJ ORTHOPEDICS DEVELOPMENT CORPORATION**

By:   
Name: Kyle Johnson  
Title: President & CEO